

U.S. Department of Justice

Washington, DC 20530

Exhibit B to Registration Statement**Pursuant to the Foreign Agents Registration Act of 1938, as amended**

INSTRUCTIONS. A registrant must furnish as an Exhibit B copies of each written agreement and the terms and conditions of each oral agreement with his foreign principal, including all modifications of such agreements, or, where no contract exists, a full statement of all the circumstances by reason of which the registrant is acting as an agent of a foreign principal. Compliance is accomplished by filing an electronic Exhibit B form at <https://www.fara.gov>.

Privacy Act Statement. The filing of this document is required for the Foreign Agents Registration Act of 1938, as amended, 22 U.S.C. § 611 *et seq.*, for the purposes of registration under the Act and public disclosure. Provision of the information requested is mandatory, and failure to provide the information is subject to the penalty and enforcement provisions established in Section 8 of the Act. Every registration statement, short form registration statement, supplemental statement, exhibit, amendment, copy of informational materials or other document or information filed with the Attorney General under this Act is a public record open to public examination, inspection and copying during the posted business hours of the FARA Unit in Washington, DC. Statements are also available online at the FARA Unit's webpage: <https://www.fara.gov>. One copy of every such document, other than informational materials, is automatically provided to the Secretary of State pursuant to Section 6(b) of the Act, and copies of any and all documents are routinely made available to other agencies, departments and Congress pursuant to Section 6(c) of the Act. The Attorney General also transmits a semi-annual report to Congress on the administration of the Act which lists the names of all agents registered under the Act and the foreign principals they represent. This report is available to the public in print and online at: <https://www.fara.gov>.

Public Reporting Burden. Public reporting burden for this collection of information is estimated to average .32 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden to Chief, FARA Unit, Counterintelligence and Export Control Section, National Security Division, U.S. Department of Justice, Washington, DC 20530; and to the Office of Information and Regulatory Affairs, Office of Management and Budget, Washington, DC 20503.

1. Name of Registrant
Garvey Strategies

2. Registration Number
6974

3. Name of Foreign Principal
Embassy of Turkey

Check Appropriate Box:

4. ☒ The agreement between the registrant and the above-named foreign principal is a formal written contract. If this box is checked, attach a copy of the contract to this exhibit.
5. ☐ There is no formal written contract between the registrant and the foreign principal. The agreement with the above-named foreign principal has resulted from an exchange of correspondence. If this box is checked, attach a copy of all pertinent correspondence, including a copy of any initial proposal which has been adopted by reference in such correspondence.
6. ☐ The agreement or understanding between the registrant and the foreign principal is the result of neither a formal written contract nor an exchange of correspondence between the parties. If this box is checked, give a complete description below of the terms and conditions of the oral agreement or understanding, its duration, the fees and expenses, if any, to be received.
7. What is the date of the contract or agreement with the foreign principal? 01/01/2022
8. Describe fully the nature and method of performance of the above indicated agreement or understanding.

Subcontract for lobbying and government relations services to LBIS who has an agreement to provide same to the Embassy of Turkey

9. Describe fully the activities the registrant engages in or proposes to engage in on behalf of the above foreign principal.

Lobbying and government relations services to the US Congress. Tracking and reporting on events. Drafting proposals and correspondence. Arranging meetings for Ambassador and embassy staff with members of congress, and staffs. Educating staff on developments in US Turkey relations. Promoting better understanding of same.

10. Will the activities on behalf of the above foreign principal include political activities as defined in Section 1(o) of the Act¹.

Yes ☒ No ☐

If yes, describe all such political activities indicating, among other things, the relations, interests or policies to be influenced together with the means to be employed to achieve this purpose. The response must include, but not be limited to, activities involving lobbying, promotion, perception management, public relations, economic development, and preparation and dissemination of informational materials.

Agreement includes the performance of lobbying, promotion, perception management, public relations, researching economic development opportunities, and preparation or dissemination of some informational material

11. Prior to the date of registration² for this foreign principal has the registrant engaged in any registrable activities, such as political activities, for this foreign principal?

Yes ☐ No ☐ N/A - This statement is filed to update the registrant's agreement/contract with the foreign principal.

If yes, describe in full detail all such activities. The response should include, among other things, the relations, interests, and policies sought to be influenced and the means employed to achieve this purpose. If the registrant arranged, sponsored, or delivered speeches, lectures, social media, internet postings, or media broadcasts, give details as to dates, places of delivery, names of speakers, and subject matter. The response must also include, but not be limited to, activities involving lobbying, promotion, perception management, public relations, economic development, and preparation and dissemination of informational materials.

Set forth below a general description of the registrant's activities, including political activities.

Set forth below in the required detail the registrant's political activities.

Date	Contact	Method	Purpose
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12. During the period beginning 60 days prior to the obligation to register³ for this foreign principal, has the registrant received from the foreign principal, or from any other source, for or in the interests of the foreign principal, any contributions, income, money, or thing of value either as compensation, or for disbursement, or otherwise?

Yes ☐ No ☐ N/A - This statement is filed to update the registrant's agreement/contract with the foreign principal.

If yes, set forth below in the required detail an account of such monies or things of value.

Date Received	From Whom	Purpose	Amount/Thing of Value
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13. During the period beginning 60 days prior to the obligation to register⁴ for this foreign principal, has the registrant disbursed or expended monies in connection with activity on behalf of the foreign principal or transmitted monies to the foreign principal?

Yes ☐ No ☐ N/A - This statement is filed to update the registrant's agreement/contract with the foreign principal.

If yes, set forth below in the required detail and separately an account of such monies, including monies transmitted, if any.

Date	Recipient	Purpose	Amount
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¹ "Political activity," as defined in Section 1(o) of the Act, means any activity which the person engaging in believes will, or that the person intends to, in any way influence any agency or official of the Government of the United States or any section of the public within the United States with reference to formulating, adopting, or changing the domestic or foreign policies of the United States or with reference to the political or public interests, policies, or relations of a government of a foreign country or a foreign political party.

^{2,3,4} Pursuant to Section 2(a) of the Act, an agent must register within ten days of becoming an agent, and before acting as such.

EXECUTION

In accordance with 28 U.S.C. § 1746, and subject to the penalties of 18 U.S.C. § 1001 and 22 U.S.C. § 618, the undersigned swears or affirms under penalty of perjury that he/she has read the information set forth in this statement filed pursuant to the Foreign Agents Registration Act of 1938, as amended, 22 U.S.C. § 611 *et seq.*, that he/she is familiar with the contents thereof, and that such contents are in their entirety true and accurate to the best of his/her knowledge and belief.

Date

Printed Name

Signature

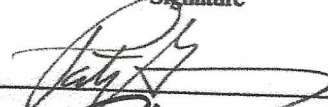
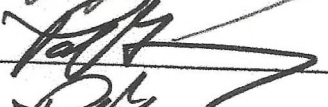

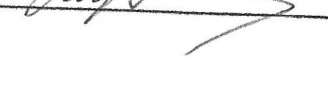
03/15/2022

Patrick A. Garvey

/s/Patrick A. Garvey

EXECUTION

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Date	Printed Name	Signature
6/11/21	Patrick A. Garvey	
8/26/21	Patrick A. Garvey	
9/22/21	Patrick A. Garvey	
3/15/22	J Patrick A. Garvey	



SERVICES AGREEMENT (DRAFT)

THIS AGREEMENT is made between LB International Solutions (LBIS) and Garvey Strategies (GS)

1. Term: This Agreement shall be for one year, commencing January 1, 2022 and expiring December 31, 2022. Its terms may be renewed for additional successive one-year periods upon the explicit written assent of both parties.
2. Services: GS agrees to serve as Subcontractor for lobbying and government relations services to Turkey, which shall consist of those services ordinarily and customarily provided in representing a foreign sovereign before the United States Congress and Executive Branch. These services shall include, but not be limited to:
 - (a) Proposing and pursuing passage of legislation and other U.S. government action that promotes Turkey's interests and provides a positive image of Turks, Turkey, and the United States-Turkey relationship;
 - (b) Preserving and enlarging the Congressional Caucus on Turkey and Turkish Americans;
 - (c) Educating Members of Congress and the Administration on issues of importance to Turkey;
 - (d) Promptly notifying Turkey of any action in Congress or the Executive Branch on issues of importance to Turkey;
 - (e) Preparing brief analyses of developments in Congress and the Executive Branch on particular issues of concern to Turkey;
 - (f) Identifying official gatherings and social events to which Embassy personnel ought to attend, including to the extent possible, obtaining the necessary invitations;
 - (g) Identifying and/or arranging speaking engagements locally and nationally for Embassy personnel or their appointed or suggested proxies in settings that will improve Turkey's image and advance its causes on Capitol Hill. Such would be, if so directed by Turkey, coordinated with Turkey's public relations service provider[s]; and
 - (h) Maintaining and forging alliances with other interest groups whose goals are similar to or shared by Turkey.
3. Personnel and Other Service Providers:

(a) GS agrees to share information and work amicably with LBIS' other service providers.

4. Fees: LBIS agrees to pay GS a total of \$180,000 in US dollars in twelve equal installments (\$15,000 per month) for the services described in this Agreement to be performed by GS. The payments to GS shall be made immediately after LBIS gets paid, usually by the end of the month. In the event that payment is more than thirty (30) days late, GS reserves the right, in our sole discretion, to cease all work on any matter we are working on in relation to this project until the amounts due have been paid in full. Any international travel expenses incurred as a result of this agreement shall be reimbursed in full to GS if the travel is authorized beforehand.
5. Termination:
 - (a) This Agreement shall terminate upon its natural expiration if not renewed.
 - (b) Either party may terminate this Agreement at any time prior to its natural expiration subject to fourteen (14) days advance written notice. In this event, LBIS shall pay GS its pro-rata share of earned fees apportioned on a daily basis through the end of the notice period.
 - (c) Should this Agreement terminate prior to its natural expiration, any fees paid to GS by LBIS that exceed the pro-rata share of earned fees apportioned on a daily basis up to the date of termination shall be refunded by GS to LBIS.
6. Reporting and Performance Assessment:

GS will assist LBIS in providing reports and assessments as needed.
7. Privileged Information: GS will use all permissible efforts to protect privileged communications or other confidential information developed by it or provided to it by Turkey during the term of this Agreement. This obligation shall survive the termination of this Agreement and any renewals for a period of not less than two years. Upon the termination of this Agreement and any renewals LBIS may request from GS any documents or other information provided by Turkey.
8. Registration and Disclosure: GS and any Consultants it may employ shall separately and individually comply with any and all restrictions and requirements, including filing and other disclosure, of the Foreign Agents Registration Act, the Lobbying Disclosure Act, the Ethics Reform Act of 1989, the Foreign Corrupt Practices Act, the Honest Leadership and Open Government Act, and other applicable laws and regulations of the United States and the District of Columbia.
9. Conflicts: GS shall endeavor not only to avoid actual conflicts, but the appearance of conflicts as well. It shall immediately assess whether it represents any international clients whose interests are contrary to Turkey. If so, then GS will inform LBIS, LBIS and GS will work together to determine whether and how to resolve any apparent or actual conflict. In order to assist in the process of identifying potential conflicts, GS shall consult with LBIS and the Turkish Embassy's legal counsel in identifying those issues, which, if addressed in other client matters, may present a conflict.

10. Choice of Law: This Agreement shall be governed by, and construed in accordance with, the laws of the District of Columbia. GS and LBIS agree to submit the matter to a single arbitrator in Washington, DC selected by two parties, and if no agreement can be reached, then an arbitrator selected by the American Arbitration Association (AAA). The arbitration shall be conducted in accordance with the rules of the AAA commercial arbitration regulations, using the law of the District of Columbia (other than its conflict laws), and the judgment on the award made by the arbitrator may be entered in any jurisdiction of the Court. The parties agree that the arbitration under this paragraph will provide the exclusive means to resolve any dispute arising out of or related to this agreement, including the services performed therein.

For LB International Solutions LLC

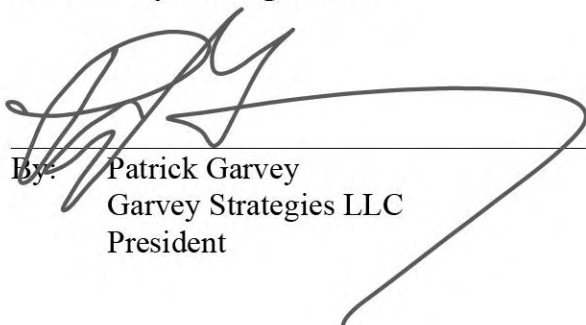
Lydia Borland

1/4/2022

By: Lydia Borland
LB International Solutions
President

Date

For Garvey Strategies LLC


By: Patrick Garvey
Garvey Strategies LLC
President

1/4/21
Date